

Civil Case# 2021 CV 26109, 380.

4/13/22

Dear Judge Arakas:

These papers [a 10pg att & 21pg Exh (A to U)] should be attached to my 3 previously filed motions dated 3/31/22. (I've already have Exh A, d, E, K, R & the 3 motions, but I've attached additional copies, so this is a complete set.)

Please note, Shady Grove's D. M., Ma McDaniels is signing two different first names in her sworn affidavits. ~~On~~ On her 5/13 Application For Ejectment (Exh T), her notarized, (by this Court), first name was written "Katelyn", with no sign of "Paige" in the signature; it also was neglected to print her name.

On 2/17's current Affid of Noncompliance (Exh P), she signed & printed her first name only as "Paige", with no mention of "Katelyn"! (It was notarized by the same Court Clerk)

The 2/17 Affid should be null & void, negating the noncompliance order. The whole case should be thrown out.

The Sheriff came for Eviction today, a day or two after I submitted additional papers (ie: copy of my check & receipt) proving I paid, on time, the Feb rent, which their Affid claimed I didn't pay. These enclosed papers, [which the Clerk refused to accept when I filed the motion to Reopen (+ 2 other motions) on 4/1], should further clarify my case, & warrant reopening my appeal, & calling off the Eviction.

The Sheriff also said today I was to have received (posted on my door) a 10 day, 5 day, & 1 day notice to Vacate, which I never did, & he then confirmed they hadn't all been posted.

Please expedite, or I risk losing my possessions. I'll call tomorrow.

Thank you.

John Fontana

Encl: 3 motions, totalling 38 pages

RECEIVED

Dec 13 2024

SC Court of Appeals

MYRTLE BEACH
MAGISTRATE'S OFFICE
DISTRICT #6
2022 APR 13 PM 3:42

COPY

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STATE OF SOUTH CAROLINA
COUNTY OF Horry

) 2021 CV 26109 1380
) CIVIL CASE NUMBER

Shady Grove
Plaintiff(s)

) IN THE MAGISTRATE'S COURT

vs.
JOHN FONTANA
Defendant(s)

) MOTION TO STAY AND RECONSIDER
) ~~WRIT OF EJECTMENT~~
) BOND FUND ORDER
) IN THE COURT OF COMMON PLEAS
) CASE NUMBER: 2021 CP 2605635

PLEASE TAKE NOTICE that JOHN FONTANA
moves before this Court, such motion to be heard on a date and time to be determined by the court,
for an Order pursuant to Rule 12, South Carolina Rules of Magistrate Court, for Relief from the
Writ of Ejectment entered on 2/17, 2022 (date).

The grounds for this motion are as follows:

1. An appeal in this action was filed on 8/22, 2021 (date) by the Defendant. A bond hearing was held on 9/2, 2021 (date), and this court issued a Bond to Stay Execution on Appeal requiring the Defendant to pay \$360 each month, due on the 12 day of the month, said payments to begin 9/7 + 5 days = 9/12, 2021 (date).
2. Said bond further provided that "If Tenant(s) fails to make any rental payment within five days of the due date, upon application of the Landlord, the stay of execution shall dissolve the appeal by the Tenant(s) to the Circuit Court on issues dealing with possession must be dismissed and the Sheriff may dispossess the Tenant(s)."
3. Defendant is informed and believes Plaintiff made application to the magistrate court on 2/17, 2022 (date), claiming payment was not made in accordance with the Bond to Stay Execution on Appeal. A Writ of Ejectment was issued

MYRTLE BEACH
MAGISTRATE'S OFFICE
DISTRICT #6

on 2/17, 2022 (date) against the Defendant.

- 4. As shown by the attached proof of payment(s), the Defendant made all payments in compliance with the Bond to Stay Execution on Appeal. *(EXH. A of Motion to Stay Writ of Ejectment)*
 - As shown by the attached Affidavit, the Defendant attempted to make payment to the Plaintiff as required by the Bond to Stay Execution on Appeal, but said payment was refused by the Plaintiff. *(Pg 3 of Motion to Stay Writ of Ejectment)*
- (Check all that apply)
- 5. The Defendant was not given a hearing or opportunity to contest the Plaintiff's assertion that ~~he~~ failed to pay the rent before the appeal was dismissed and the Writ of Ejectment was issued.
 - 6. The Defendant is informed and believes that issuing the Writ of Ejectment and dismissing the appeal without a hearing is a deprivation of the Defendant's constitutional right to due process.
 - 7. Therefore, the Defendant hereby moves for a hearing to reconsider whether Defendant has violated the Bond to Stay Execution on Appeal, and whether the Writ of Ejectment should be set aside and the Defendant's appeal be reinstated.
 - 8. The Defendant further requests that execution on the Writ of Ejectment be stayed until a hearing can be held on this motion.

3/31/22
Date

John Fontana
Signature of Defendant

JOHN FONTANA
Printed Name of Defendant

MYRTLE BEACH
MAGISTRATE'S OFFICE
2022 FEB 19 PM 3:45
DISTRICT #5

STATE OF SOUTH CAROLINA
COUNTY OF Horry

SHADY GROVE

Plaintiff(s)

vs.

JOHN FONTANA

Defendant(s)

) 2021 CV 26109 1380
) CIVIL CASE NUMBER

) IN THE MAGISTRATE'S COURT

) MOTION TO STAY AND RECONSIDER
) ~~WRIT OF EJECTMENT~~ case in my favor,
) or in the alternative, to reopen in the magistrate.

) IN THE COURT OF COMMON PLEAS

) CASE NUMBER: 2021CP 2605635

PLEASE TAKE NOTICE that JOHN FONTANA
moves before this Court, such motion to be heard on a date and time to be determined by the court,
for an Order pursuant to Rule 12, South Carolina Rules of Magistrate Court, for Relief from the
Writ of Ejectment entered on 2/12, 2022 (date).

The grounds for this motion are as follows:

1. An appeal in this action was filed on 8/22, 2021 (date) by the Defendant. A bond hearing was held on 9/2, 2021 (date), and this court issued a Bond to Stay Execution on Appeal requiring the Defendant to pay \$ 360 each month, due on the 12 day of the month, said payments to begin 9/7+5 days = 9/12, 2021 (date).
2. Said bond further provided that "If Tenant(s) fails to make any rental payment within five days of the due date, upon application of the Landlord, the stay of execution shall dissolve the appeal by the Tenant(s) to the Circuit Court on issues dealing with possession must be dismissed and the Sheriff may dispossess the Tenant(s)."
3. Defendant is informed and believes Plaintiff made application to the magistrate court on 2/17, 2022 (date), claiming payment was not made in accordance with the Bond to Stay Execution on Appeal. A Writ of Ejectment was issued

MYRTLE BEACH
MAGISTRATE'S OFFICE
2021 FEB 13 PM 3:11
DISTRICT #6

on 3/17, 2022 (date) against the Defendant.

4. As shown by the attached proof of payment(s), the Defendant made all payments in compliance with the Bond to Stay Execution on Appeal. *(Exh A of Motion to Stay Writ of Ejectment)*

As shown by the attached Affidavit, the Defendant attempted to make payment to the Plaintiff as required by the Bond to Stay Execution on Appeal, but said payment was refused by the Plaintiff. *(Pg 3 of motion to stay writ of ejectment)*

(Check all that apply)

- 5. The Defendant was not given a hearing or opportunity to contest the Plaintiff's assertion that ~~he~~ he failed to pay the rent before the appeal was dismissed and the Writ of Ejectment was issued.
- 6. The Defendant is informed and believes that issuing the Writ of Ejectment and dismissing the appeal without a hearing is a deprivation of the Defendant's constitutional right to due process.
- 7. Therefore, the Defendant hereby moves for a hearing to reconsider whether Defendant has violated the Bond to Stay Execution on Appeal, and whether the Writ of Ejectment should be set aside and the Defendant's appeal be reinstated.
- 8. The Defendant further requests that execution on the Writ of Ejectment be stayed until a hearing can be held on this motion.

3/31/22
Date

John Fontana
Signature of Defendant

JOHN FONTANA
Printed Name of Defendant

MYRTLE BEACH
MAGISTRATE'S OFFICE
2022 FEB 13 PM 3:45
DISTRICT #6

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

SHADY GROVE

Plaintiff(s)

vs.

JOHN FONTANA

Defendant(s)

2021 CV 261091380

CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

MOTION TO STAY AND RECONSIDER
WRIT OF EJECTMENT

IN THE COURT OF COMMON PLEAS

CASE NUMBER: 2021 CP 2605635

PLEASE TAKE NOTICE that JOHN FONTANA
moves before this Court, such motion to be heard on a date and time to be determined by the court,
for an Order pursuant to Rule 12, South Carolina Rules of Magistrate Court, for Relief from the
Writ of Ejectment entered on 2/17, 2022 (date).

The grounds for this motion are as follows:

1. An appeal in this action was filed on 8/22, 2021 (date) by the Defendant. A bond hearing was held on 9/2, 2021 (date), and this court issued a Bond to Stay Execution on Appeal requiring the Defendant to pay \$360 each month, due on the 12 day of the month, said payments to begin 9/7+5 days = 9/12, 2021 (date).
2. Said bond further provided that "If Tenant(s) fails to make any rental payment within five days of the due date, upon application of the Landlord, the stay of execution shall dissolve, the appeal by the Tenant(s) to the Circuit Court on issues dealing with possession must be dismissed and the Sheriff may dispossess the Tenant(s)."
3. Defendant is informed and believes Plaintiff made application to the magistrate court on 2/17, 2022 (date), claiming payment was not made in accordance with the Bond to Stay Execution on Appeal. A Writ of Ejectment was issued

MYRTLE BEACH
MAGISTRATE'S OFFICE
DISTRICT #5

on 2/17, 2022 (date) against the Defendant.

- 4. As shown by the attached proof of payment(s), the Defendant made all payments in compliance with the Bond to Stay Execution on Appeal. *(Ex A)*
- attached Receipt of Payment (Ex K)*
- As shown by the attached Affidavit, the Defendant attempted to make payment to the Plaintiff as required by the Bond to Stay Execution on Appeal, but said payment was refused by the Plaintiff. *(Pg 3)*

(Check all that apply)

- 5. The Defendant was not given a hearing or opportunity to contest the Plaintiff's assertion that (s)he failed to pay the rent before the appeal was dismissed and the Writ of Ejectment was issued. *This Ct's "Instructions For Ejectment Hearings" given to every defendant at the outset states "defendant (had) the right to come to court and give his side of the case." (Ex B). This Ct is literally not following its own instructions, to the detriment of the Defendant & to justice!*
- 6. The Defendant is informed and believes that issuing the Writ of Ejectment and dismissing the appeal without a hearing is a deprivation of the Defendant's constitutional right to due process.
- 7. Therefore, the Defendant hereby moves for a hearing to reconsider whether Defendant has violated the Bond to Stay Execution on Appeal, and whether the Writ of Ejectment should be set aside and the Defendant's appeal be reinstated.
- 8. The Defendant further requests that execution on the Writ of Ejectment be stayed until a hearing can be held on this motion.

3/2/22
Date

s/ John Fontana
Signature of Defendant

JOHN FONTANA
Printed Name of Defendant

MYRTLE BEACH
MAGISTRATES OFFICE
2022 FEB 19 PM 3:45
DISTRICT #6

Cherry County, I.C.
Magistrate's Court

Civil Case # 2021CV261091380.
Shady Grove vs John FONTANA

Tenant's Affidavit of Compliance / Payment

I, JOHN FONTANA, the Tenant in this civil action, do make the following claims:

- A. A bond hearing was held on the above civil case (pursuant to Section 27-40-800 of the A.C. Code of Laws).
- B. I posted bond (paid rent) ~~by~~ ^{on} the 2/12 due date to stay the Execution for the month of February.

I state under penalty of perjury that the above is correct and truthful, except those based on my information and belief.

Dated: 4/1/20

s/ _____
Signature of Tenant

JOHN FONTANA
Printed name of Tenant

MYRILE BEACH
MAGISTRATES OFFICE
DISTRICT #6
2021 APR 13 PM 3:41

Attached (Exh A) is a 1/13/22 e-mail for 8:20:00 (2 months very far from Feb) (actually Feb 1st Mar 1st explain later), and on 1/12. Shady Grove (Shady) refused to take the ct, but I put it under the office door. Since this is a noncompliance (noncompliance for Feb's part, all the T needs to be shown is that my ct got Feb 2 months, including Feb, was pd by 2/1/23 which it was. (Exh K).

Of bigger concern here is Shady Grove, & their attys, Thomas Warden of the firm Wolpinick Warden, continuous use of lies and deceit (with Conata [eta] allowance of them to do so without requesting

adversarial input from me), is severely affecting my health & well-being & may cost me my life by stopping me from getting medical attention! I've been to the Emergency Room (ER) (been specialist'd) numerous times

(Exh B & C) against 2 people I'll admit. When I called the ER I described my symptoms, I was told to come in within 4 hrs or I could die. The last ER Dr said I might have cancer. It's been confirmed I need surgery, my NY insurance requires me to have it in NY & I'm in severe pain throughout

the day. I pd Feb early so that I'd have time to go to NY for surgery, hopefully recover in time, & be back here in time for the next court deadline (dilly). This began claim of Feb's momentary refusal to

cancel these plans & wash back here at the last minute, before I would get surgery. I'm still in severe pain!

Please note Exh B shows I was in ER 7/29, the hearing (Thy) date I missed (defaulted). At the 8/12 Thy ("I missed"), I was there by 9:50 AM, before the case was called (so per you & The Bailiff's confirmation at the time). But I had

to use the bathroom, & I'd told him as. This sudden urgency to go (& repetitive need to go) are part of my illness's myriad of symptoms & came out a couple of minutes later to a virtually empty courtroom (no other cases) & the case was

dismissed. You'd said my name was called in the hallway, even though I'd said I was in the bathroom. The Order was typed & signed & checked 10 AM!

I make this 2nd motion to reopen the case, ^{making} ~~transmit~~ the appeal unnecessary.

I "missed" both dates due to medical reasons! If I'd come in an hr earlier, I still would have had to use the bathroom at 9:50! If instead, I was getting random, visible nose bleeds, I think the case would have been adjourned. I'm bleeding, just not through my nose! (And that's worse.)

(Continue the following from my previous IP 3, which ended "I'm still in severe pain.")

Because of these recent new facts (ie of needing surgery, etc), I respectfully ~~ask~~ also make a ^{3rd} motion to the Ct to reconsider its Bond (Bd) Fund (Fd) Order (Ord) and require no monthly pmts from me, as sanctions against the city (its atty) are warranted & necessary, as my life may depend on it. I'll enumerate their pattern of deceit.

1. I pd for the full yr in Jan, 2021 with a bank ck for \$4,080 (Exp D), mailed by regular mail as I've done every yr for the last decade. They denied receipt (Note, rent is \$360/mo, but if you pay the full yr, it's \$340/mo x 12 mos = \$4,080.)

2. I pd by bk ck again \$4,080 for the full yr in May 2021, this time by certified mail, P.R.R. (Exp E). They said it was late. So now they have a yr's unpaid rent. They can't mail it back to me because they have admitted, stolen my mailbox. This also deprives me of a type of Ct dr every dependant (def) is entitled to.

3. They filed for non-pmt on 8/14. My ddln at that time was 8/8! May I have a copy of that affidavit (affid)? Was there oral testimony with the Jdy, or just papers given the clerk, or just verbally told the clerk???

The new 9/2 Ct Bd Ord said rent is due on the 7th + 5 day grace, starting in Sept.

Atty Winslow was present, & received a copy of the Order.

4. I pd \$360 Sun 9/12 (within the 5 day grace period) (Exp F) - no problem.

5. I pd \$360 Tu 10/12 (Exp G) (+ L L L L L L) no problem.

6. I pd \$360 Fri 11/12 (Exp H) (+ L L L L L L) Problem! They swore I didn't pay.

It's noteworthy, this time they signed the affid of non compl after the grace period, on 11/15.

7. This 11/15 affid was conspicuously, anonymously signed by the atty's ofc in an illegible scrawl, without the name also being printed. (Exp I). Was there Ct Testimony, or just papers given the Clerk? And was it recorded? Who signed the affid?

Incredibly, the Ct closed the case & issued a writing error! I filed a motn to reopen. At the 12/9 motn Hrg, I submitted a surprise receipt showing I pd 11/12, signed by a shady clerk when the mgrs weren't there. (Ex. H) again.

8. Atty Winslow then changed his story & claimed not to know about the 5 day grace period. If that were the case, then why weren't noncompl affids filed by him the previous 2 mths when I also pd on the 12th? This inconsistency indemnifies him (them). He was trying to pull a fast one, not knowing I had a receipt. This is immoral, unethical, & inept. He even made an ostentatious display in standing up & asking to read your copy of the Bd Fd, as if reading it for the 1st time, & just discovering there's a grace period! Don't you think he had his own copy (handed him 9/12)? This is the same form he surely had to have his firm review on 11/15 that I was noncompl with. Such histrionics might be fitting in front of a jury, but I felt it was insulting to the Ct. And shouldn't it be impeded the atty has a minimum of competency, & knows how to read a simple one pg Bd Fd, & therefore knew (not just should have known), that the pd date was the 12th? I believe the atty has done this in other cases. Are they (he) allowed to get away with playing dumb once every case?

Also, your clerk Jenice Sween had sent him a copy of my motn beforehand, so he had prior knowledge/notice of the grace period beforehand. [And does the Ct always (have to) give at least a 5 day grace period?] I know at the very least it's very commonly done, almost always, if not always, so it's not unexpected. As an offer of the Ct, atty Winslow always has an ethical obligation to be honest & forthright in his words & actions, even in an adversarial proceeding.

The 12/9 motn to reopen was granted.

9. I pd \$360 on 12/9 (Ex. I). Please note the Nov & Dec rent checks are both dated 11/12. This shows I planned even back then to pay one mo early & return to NY for surgery, but shady's bogus claim of noncompl estopped me. While I know this is grounds for a following countersuit against shady & their atty, "Taking Care of my Life" Health is my primary concern. ~~That's~~ That's not my goal now.

Also, since the case was closed through the 12/7+5 day ^(Eph P) ~~rule~~, reopened 12/14, Dec's rent wasn't payable on its due date, & thus there's no noncompliance in not paying it. Thus that pmt shouldn't be applied to Dec, & instead should be considered an early Jan pmt; and the following 1/12 double pmt of \$720 should be then applied to Feb & Mar, (not Jan & Feb). This further discredits that I didn't pay Feb.

10. I pd \$720 on Wed 1/12/22, seemingly for Jan & Feb, (but actually for Feb & Mar for reasons explained ^{not from either way} above). I'll explain the following mainly to continue to show why there should be no further requirement for me to pay rent) (most is not applicable to prove Feb was pd.) The Shady worker refused to take ~~that~~ my pmt! She said the mgr AJ (Alison?) Stiglmeier had told her the day before (1/11!) "not to take any pmts from you (me)!" I tested her & said I'd pay with credit card, & she refused, although she did admit they do take credit cards. I said I'd slide the check under the door, & she said it wouldn't fit. Fearing she'd throw out the check if I left it there, I walked off the premises & snuck back a short time later & slipped it under the door. There was plenty of space to do so!

Then I feared they'd claim the next day they never saw nor got the check, (just like they'd done with my last Jan's annual pmt). I'd have no receipt this time to disprove them (unlike in Nov). So I went home & returned about midn't, forcing myself to wake up & get out of a warm bed. I walked about a mile in the freezing cold in hopes of getting a different employee. I was in luck, & told him to notify the morning workers of the check that was there. He agreed. I trudged back home in the dark cold, & couldn't get back to sleep. I, a senior citizen with various health problems, living in a Retirement Community, should not be put through this. And this Court should not allow it, & should punish plntf for doing so, by removing the Bond Fd Order.

11. I received ^{on phone} Fri 1/14 msg @ 5:19 P from Shady: "Your rent check for Jan 2022 was not received until November (sic) 13th. Please come to the KOA Resort office on Monday 1.17.2022 to pick up your ^(late) check." (Under score supplied.) (Eph K).

That individual's receipt is completely irrelevant. And they said on Fri to pick it up on Mon, so the mgr doesn't wk weekends, but that doesn't change my deadline, as the ofc itself is open weekends. If I pay on a Sat, the 12th, & a mgr sees it for the 1st time on Mon the 14th, that doesn't make it late. Ludicrous!

Again, they're trying new ways to circumvent your Order. They're being noncompliant, not I. When I pd ~~Jan~~ 9/12, the mgr wouldn't have received it until at least Mon 9/13. When I pd 10/12, Fri, 5PM, it wasn't received until Mon 11/15, which was the same day they swore noncompl, but that claim was that I pd 11/13, after ^{the} 11/7 due date, (ignoring the 5 day grace period). Not once in Open Court did they claim they received it Mon 11/15 as the reason it was late, (after both the 7th & 12th due dates). Both pmts the mgr received after the 13th, & they never claimed it was late (for that). And they always had accepted the pmts, & gave me receipts. Now they're being inconsistent, & ridiculously trying to change your rules.

This contemptuous behavior can't be allowed & has to be punished & refund all monies they disputed ^{and/or} closed the case: now to May, & discontinue all future rent pmts.

The only benefit to me that resulted from their Contempt of your Court Order is they confirmed receipt in Jan of my Feb rent, proving it wasn't late, & that the Case should be reopened, & my Motn to Stay granted.

~~As the mgr said...~~

I again respectfully make this 3rd motion to Reverse your Bd Fd Ord, with no rent pmts required by me. This is not the case that I'm a squatter, trying to stay there as long as possible for free. I made a timely pmt for the full yr's rent, at the reduced fee, at the beginning of last yr, & then again a yr's pmt in May. That's 2 yrs rent prepaid! If they don't want to cash either one, that's their bs. And not getting any rent until the case is heard is their cost of doing bs. They're doing dilatory, unethical tactics, not I. It's not fair that I should have to pay anything, especially the higher monthly rate, while they continue their shenanigans. And in light of their recent tactics, which I've enumerated, it warrants & allows your reversal,

MAINTENANCE OFFICE
PROPERTY OFFICE
SIX

even retroactively returning prior rent pd by me.

Also, 2 minutes into the 9/2 Bd Mtg, you said "show me proof" of my Jan bank check that pd for the full yr, after I'd broached it, & then you got distracted & I was never able to submit it, so you never factored this into your Decision. You'd said Shady doesn't have to cash any late posts from me, but you were referring to my 2nd post for the full yr, in May. At 2:34 you incorrectly stated that I (me) had "just said I pd rent late," but I'd never said that, so you heard wrong & based your Order on that.

Also, 1/2 minute into this 9/2 Mtg, the 1st words said by Atty Winslow is that I'm "9 months behind on the rent," and I have multiple "violations from the City." These are blatant lies. (and another example of why he ^(or they) should not be trusted & may need to be reported.)

I just explained how I wasn't behind on the rent. ^{as per the alleged violations,} (Exp. K) is a letter sent by the Chief Building Official of the City of Myrtle Beach (MB) to Shady Grove notifying them I was in "compliance with the Codes of the City of Myrtle Beach," dated 4/15/21. (Shady was to then send me this notification, which they refused to do until I demanded it well over a month later.)

Also, on 3/5/21, Shady sent me a letter (Exp. M) stating I had to be up to code within 30 days (to stay within the lease). They had an attachment (att), allegedly from MB's "City Code of Ordinance Violations" which was supposed to detail what needed to be cured. Instead they deviously sent an irrelevant bogus "Dealer Inventory Financing" with "Pebon's Home Center" (Exp. N).

This set up a fake paper trail that on the surface looked like they were cooperating with M, B, and me! (They can't be trusted.) In essence, this prevented me from getting the actual 30 Day Notice To Cure, as I didn't know what to cure! But I did cure it, & on time. Basically, I had to do my Spring cleaning: rake my leaves, & hose down the deck & siding. Shady does annual inspections & notifies each homeowner to basically do the same things I had to do, or much more. But me, they opted instead to notify the MB Inspectors, which was good

because I literally have the only home confirmed with no violations by an independent, professional 3rd party.

And that's why atty Winslow's opening statement was a blatant lie!

Judge Crokas, I've heard you use the phrase "out of abundance of caution" numerous times, but I feel you've never properly applied that wonderful ethos to me. I ~~ask~~ ^{ask} you to do so, & to not close the case again without adversarial input from me. ^{Do you have that latitude?} Plaintiff's sworn affidavit does have the catch-all disclaimer "based on my (info) & belief" so it's always possible their "info" is wrong (possibly intentionally), & thus I'm needed to ascertain what the actual facts are, & if they warrant a noncomp Order. ^{I have the right to come to court & give (my) side of the case. Again, per Eth. R.}

As for my qualifications for paying rent & facing, I worked as an IT accountant/financial mgr in Manhattan & World Trade Center since the 1970's. I've had clients who's bills we'd directly receive, & I apud & made sure they were pd, on time. So I know how to pay (like my jury request) & how to pay a bill & dispute one. So I would NEVER just not pay a bill nor not dispute it in any ER proof if I'd known. When I missed the 7/29 Bed For Key (due to ER), I thought it was being adjourned to another date. I never knew of the Order to pay until 8/3 + 5 days until the 8/12 Order to show Cause Key. The 7/29 order was never mailed to me!

Another instance that lacked caution is when I filed Motn papers on Wed 11/24 (one day after ~~my~~ we were posted on my door & night) before the Thanksgiving Holiday, with Clerk Victoria Weste, she took them to the back for a long time. (I think she spoke with Janice Dezen). She came back & said to call Mon to confirm the Eviction was called off. I called Mon & Janice said she'd told Victoria Wed to tell me (at the counter) I can't file a Motn in MB, but to do so in Conway. I tried to respond (that Victoria never told me that, & that M.B. not Conway has to reverse its own Order), but she didn't allow me to talk, & refused to get an atty & basically ended the conversation!

I called Conway & of course they said they can't do the Motn. I called Janice again Mon & she repeated herself. I called again Tues (8AM, she's 4 min): same thing. I called Conway & spoke to the Chief Clerk Bridgett Williamson. She said she was leaving early, but put me on hold while she spoke to Janice 9:02 AM + 7 minutes. When she

returned Bridgett said Janice said she took my Motn to the Jdy & he denied it because my Motn only showed a ck copy & no receipt. I told Bridgett that's wrong, & she said I must've forgotten to att the receipt. I told her my Motn had only one att to it, but that the ck & receipt were both on same pg (Ex H, copy). She put me on hold & called Janice again 9:29 + 2 min. (In the meantime I'm sweating thinking I can get evicted any second.) Bridgett returned & she said Janice said she now sees the receipt and will tell the atty. I asked Bridgett if she thought it believable that a Jdy hadnt seen the receipt. She said "All I know is Janice said she'd taken the papers to Jdy Anapra & neither had (originally) seen the receipt, but now they do see it!" I called Janice 4:28 + 3 min. (That's a 9 hour day of work for me!) - She was still very abrupt, & she still wouldn't confirm my Motn would be accepted until after she heard from atty. Winick. (That's how I know he'd been given prior notice of the Grace Period.) (And why does he have to approve it??)

Their dialogue must've taken a while to happen. Only when a summons was posted on my door Th 12/2 (To appear 12/9) was it confirmed the Motn was on hold, & there'd be a Hrg. This means that the Magistrate gives the Staff opportunity to raise an objection to my request for a Motn, but doesn't allow me to object or respond to Plnt's Affid of noncompl! I don't see the Equity in that, nor any Caution whatsoever. In fact, it took 3 days to get my simple, boilerplate Motn, with 2 of its 3 pgs specifying there's a receipt att'd, to even get accepted! And I ~~had~~ HAd to deal with the Conway clerks for hours for it to happen!

To continue, I think it's safe to impute that Jdy, if actually shown the Motn, would have seen the receipt att'd to the ck copy; it even had reference to the "receipt, attached" on pg 2. (Ex H). If so, then what should be inferred about the reliability of the Clerk Janice Duca, & her story? And shouldn't a Senior Clerk know that if a case is closed in MB, then a Motn has to be made in MB to reopen it? (Every Clerk I asked in Conway knew that.) I don't know if it's my place to ask you if her story is true. But if it's not all true, then it's my Responsibility to notify you, in the hopes that

someone else doesn't go through the Hell I had to. I hope I don't have to go through that again with this Motin request

I've had other problems. Last yr, I was trying to get a copy of the original ltr, & I wanted to ^{confirm} what I was being used for. I called a clerk Rikhanon said I wasn't entitled to that! I explained I was the Defendant & wanted confirmation. She said the only way for me to get that is to file a Freedom of Information Act form (FOIA), & that it would take a while!! I asked to speak to her supervisor, & she said all the clerks are equal. (I recorded this.) I called another day & she hung up on me! I rushed to Ct on the deadline to start the process of getting a Ct date. I asked Kristin Kaufman for a copy of all ltrs made, & she gave it to me. When I told her what Rikhanon had said, Kristin defended her co-worker & said I wasn't entitled to it, but she'd given it to me as a favor! I had just shown her I d, "no I was ^{in fact} entitled to it. No one will give me Rikhanon's last name, ^{no I d request for it more.} I may need it for my Appeal in Conway, or if necessary, in Columbia.

After it was scheduled, I called & asked Kristin what the judge was, & she said "Judge". She put your Honor, & this Court, in a bad light.

This is the same Kristin who, when I called 7/29 to notify I was in the ER, neglected to tell me to fax in the proof. In her defense, I called right before my sched'd time, & in her rush, maybe she forgot to tell me. I thought this seemed to be a way to get an adjmt, but she hurriedly said "all (she) could do is write a memo & hand it to the bailiff to tell (her) to do it. Have a nice day!" & hung up. I especially did ^{what the Ct's instructions, FOIA said to do!} (Exh B) She neglected to follow up properly, ^{write} when you requested the ltr 12/9, you notified Conway Ct as such, "had wrote pmt is due on the 7th of each month," without any mention of the 5 day grace period (Exh B), (even though that had been the only point of contention in that noncompl dispute). I thought this might have meant you amended the ltr & the months deadline might be the 7th. So I called Clerk Renee Faulk on Th 1/16 & asked her that & a few other questions. She was friendly & said you were gone until next week, but she'd try & have only that one question ans'd by tomorrow, the 7th → Exh R states "If an emergency arises... & you cannot be in Court... notify the Court immediately." I did as instructed.

DISTRICT OF COLUMBIA
SUPERIOR COURT
MAY 15 2010
10:15 AM
RECEIVED

2019/10/10

since that was a possible deadline, but she wouldn't even write the other question we'd just discussed down yet. I called her back Fri^m she said you said the deadline hadn't changed. (Again since it was unstated in your 12/4 emd, does this mean you always have ≥ 5 day grace period?)

I was very appreciative of her & your timely actions, but I again told Renee a few other questions I had. Like yesterday, she refused to even take them & told me to call next wk & then she'd take my questions for you, & that you might call me back to ans^{er} them! (Since this isn't Ex Parte, I don't think you can call me.) But more important, I was denied being able to ask ^{timely} questions which may have prevented this current noncompl problem, like if I could make a double pmnt, or 2 single pmnts or instead mail the 2nd pmnt ~~from~~ (if there) from NY by certified letter, & if the postmark qualifies as meeting the deadline, or how would I get service if it's posted on the day & I'm in NY?

DISTRICT OF COLUMBIA
UNITED STATES DEPARTMENT OF JUSTICE

at the 8/20 try & missed" & then went to the clerk's office & asked for service. What if my pmnt needed to fill out to get it back on the calendar & other questions. There was a new Ct offer there, & everyone I asked her something, she'd look to him, & he'd repeat me verbatim before she would attempt to ans my queries, even though I was speaking clearly, distinctly & loudly! She never answered my question if there were a form, or if I just needed to show proof of a good cause for "missing", or if there was nothing I could do to reinstate it. I was not asking for legal advice "Court Procedure" says "if you need assistance in completing a form, please ask a Court Clerk." He gave me no assistance, then the case wrongly closed & he didn't know the case (could) be reopened with good cause pmnt within 5 days of the trial date."

My "End of Tenancy" notice giving me 30 days to vacate was signed & dated by the landlord 4/18/21 (Exh A). Yet they filed for Eviction with the Ct 5/13/21 (Exh A T+U), giving me only 24^(or 21) days to vacate. Thus the Ct did not yet have jurisdiction to take the case.

Thus, The Case Should Be Closed, & ~~in~~ my Favor. Thank You
John Fontana

D Bank

OFFICIAL CHECK

15426903-3

RE: JOHN J. FONTANA #87

DATE: 01/12/2022

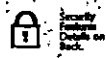
52-0133
112

PAY TO THE ORDER OF *****SHADY GROVE*****
Seven Hundred Twenty AND 00/100

\$720.00

DRAWER: TD BANK N.A.

[Handwritten Signature]
AUTHORIZED SIGNATURE



⑆15426903⑆ ⑆011201335⑆ ⑆265089404⑆

MYRTLE BEACH
MAGISTRATE'S OFFICE
22245 10 20 22
DISTRICT 256

Exp A



Patient: FONTANA,JOHN J
Account No: F01046086010
Unit No: F001075665
Location: SOUTH STRAND EMERGEN...
Physician: Falkowitz,Jamie S⁴D,
Date: 07/29/21

Work/School Note - (Date)

Grand Strand Medical Center
North Strand Medical Center
South Strand Medical Center

Date: 07/29/21 Time: 2049

FONTANA,JOHN J has been treated and released from the Emergency Department.
The physician's instructions are as follows:

Return to Work(days): 8/1/21

Return to School(days):

Comments:

ED provider: Falkowitz,Jamie S DO

MYRTLE BEACH
MAGISTRATE'S OFFICE
DISTRICT #6

EHB

Grand Strand Medical Center

843-692-1000

WORK/SCHOOL EXCUSE

Date 9-16-2021

John Fontana HAS BEEN A PATIENT AT GRAND STRAND MEDICAL CENTER.

- EXCUSED FROM WORK/SCHOOL FOR 1 DAYS
- MAY RETURN TO WORK/SCHOOL IMMEDIATELY

MYRTLE BEACH
MAGISTRATES OFFICE
SEP 16 10 51 AM '21
DISTRICT #6

RESTRICTIONS

- UNABLE TO BEAR WEIGHT FOR _____ DAYS
- UNABLE TO LIFT _____ LBS. FOR _____ DAYS

OTHER

DR. [Signature]

REVIEWED BY: [Signature]

**GRAND STRAND MEDICAL CENTER
WORK/SCHOOL EXCUSE**

Patient Information/Label



MYRTLE BEACH
MAGISTRATE'S OFFICE

2021 FEB 01 PM 01:51

DISTRICT #6

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



OFFICIAL CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

83780588-2

RE: JOHN J FONTANA #87

DATE: 01/05/2021

52-0133
112

PAY TO THE ORDER OF SHADY GROVE

Four Thousand Eighty AND 00/100

\$4,080.00



DRAWER: TD BANK, N.A.



AUTHORIZED SIGNATURE

⑈837805882⑈ ⑆011201335⑆ 6265008718⑈

CC-NY Rev2 8/09 M 3850604

Epd

9-12-21

2:00

John Fontana lot #87 left
a check for \$360.00 on 9-12.

Melanie R. mole

MYRTLE BEACH
MAGISTRATES OFFICE

SEP 13 11 34

DISTRICT #5

Exh F

Rent check dropped in
Aj's office - \$ 360.

10/12/21 - 3:30pm.

Received by:
Sarah Casto
sRCasto

MINNIE DETROIT
MAGISTRATES OFFICE

221 N. 10th St.

DISTRICT #5

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

TD Bank **OFFICIAL CHECK** 15426801-0

RE: Shady Grove #87N DATE: 11/12/2021 62-0133 112

PAY TO THE ORDER OF: Shady Grove \$360.00

Three Hundred Sixty and 00/100

DRAWER: TD BANK N.A.

Taylor Speer
AUTHORIZED SIGNATURE

⑈ 154268010⑈ ⑆011201335⑆ 6265089404⑈

193

CUSTOMER RECEIPT

to: Shady Grove Date: 11/12/2021
 from Name: John Fontana #87N Amount Paid: 360.00 Chec

Thank you for your business!

Koa Guardshack
Alma



5pm

For your next Camping Adventure, visit KOA.com

MYRILE LEACH
MAGISTRATES OFFICE
DISTRICT #6

E/H

STATE OF SOUTH CAROLINA
COUNTY OF Horry

2021CV261091380
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT
AFFIDAVIT OF FAILURE TO POST BOND

Shady Grove Mobile Home Park
c/o Goldfinch Wirlsow

PLAINTIFF(S)

Vs.

John Fontana

DEFENDANT(S)

Shady Grove Mobile Home Park, Plaintiff in this civil action do make the following claims:

A: Pursuant to Section 15-67-640 of the South Carolina Code of Laws, a bond hearing was held in conjunction with civil case 2021CV261091380.

B: Tenant has failed to post bond to stay the Execution for the month of Noember:

I state under penalty of perjury that the above is correct and truthful, except those based on my information and belief.

Dated:

11/15/2021

Signature of Plaintiff (or attorney)

RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

2021 NOV 18 P 1:45

FILED
HORRY COUNTY

Sworn to and subscribed before me this
15th day of November 2021.

Doreen D. Webb

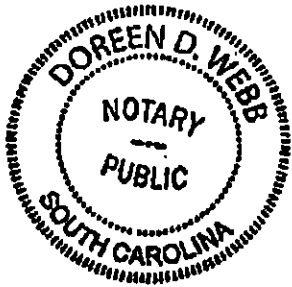
Notary Public for South Carolina

My commission expires: 10/16/2027

ORIGINAL

2021 NOV 16 AM 8:27
DISTRICT #6

MYRTLE BEACH
MAGISTRATES OFFICE



Eph I

John Fontana paid \$360.00
for Lot 87 in Shady Grove.
on 12/9/21.

Melanie Rude
Front desk
DISTRICT 26
MAYNILE LEITCH
MAGISTRATE'S DEPT

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

TD Bank **OFFICIAL CHECK** 15426802-1

RE: JOHN FONTANA, A87, Dec DATE 12/9/21

PAY TO THE ORDER OF three Hundred Sixty AND 00/100 \$360.00

DRAWER: TD BANK N.A.

Taylor Speer
AUTHORIZED SIGNATURE

⑈ 154268021⑈ ⑆011201335⑆ 6265089404⑈

Edk f (Dec's prints which s/b applied to Jan, since the case was closed until 12/14.)

January 2022 Lot Rent

From: AJ Stiglmeier (office@mbkoa.com)

Date: Wednesday, January 19, 2022, 11:03 AM EST

Mr. Fontana,

Excuse my mistake. Your January check, 6903 was not received until January 13th 2022. Please come to the Myrtle Beach KOA Office to pick it up.

From: AJ Stiglmeier

Sent: Friday, January 14, 2022 5:19 PM

Cc: Paige McDaniels <paige@mbkoa.com>

Subject: January 2022 Lot Rent

Mr. Fontana,

Your rent check for January 2022 was not received until November 13th. Please come to the KOA Resort office on Monday 1.17.2022 to pick up your check.

Thank you

MYRTLE BEACH
MAGISTRATES OFFICE
JAN 19 11 03 AM
DISTRICT #93

EsthK



City of Myrtle Beach
SOUTH CAROLINA

April 15, 2021

Ras Holding of MB LLC ETAL
PO Box 1133
Myrtle Beach, SC 29578

Registered Agent
Richard A. Spivey
102 Wildwood Dunes Trl.
Myrtle Beach, SC 29572

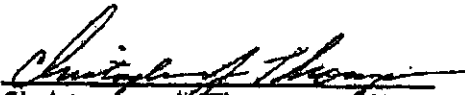
Re: Code Violations of the City of Myrtle Beach Code of Ordinances

Code Violation Address: 601 6th Avenue South Lot 87 (Shady Grove MHP)
Myrtle Beach, SC
PIN # / Legal Description: 443-00-00-0006 / US 17 AT 5TH AVE S
Inspection Date: 03/02/2021

Dear Property Owner:

The City of Myrtle Beach would like to express our appreciation for your immediate attention in bringing the code violations that were found on your property located at 601 6th Avenue South Lot 87 (Shady Grove MHP), Myrtle Beach, SC (PIN # 443-00-00-0006) into compliance with the Codes and /or Ordinances as adopted by the City of Myrtle Beach.

The City works continuously to maintain a clean and safe environment for everyone to live in and enjoy.


Christopher J. Thompson, CBO
Chief Building Official
Myrtle Beach, South Carolina

MYRTLE BEACH
MAGISTRATES OFFICE
200 W. PALM BLVD.
DISTRICT #6

EAR L

City Code of Ordinance Violations

 AJ Stiglmeier <office@mbkoa.com>


Mar 5 at 11:10 AM

Hi John,

Please see attached.

Everything has to be up to code within 30 days as of March 3rd 2021.


Please let me know when you are coming down to Myrtle Beach.

Sincerely,

AJ Stiglmeier

Myrtle Beach KOA
613 5th Ave S.
Myrtle Beach, SC 29577

1 File | 208.1kB

 086.pdf
208kB

MYRTLE BEACH
MAGISTRATES OFFICE
APR 13 10 34 AM
DISTRICT #49

Exh M



Landlord's Waiver
(Dealer Inventory Financing)

MYRTLE BEACH
MAGISTRATES OFFICE
DISTRICT #6

WHEREAS, Rabon's Home Center LLC ("Borrower") has leased buildings and/or premises located at 601 6th Ave S, Lot 86, Myrtle Beach, SC 29577 (Serial # 113391) ("Premises") from the undersigned ("Landlord");

WHEREAS, Borrower has applied to 21st Mortgage Corporation ("21st") for loans to be secured by all of Borrower's Inventory, wherever located, now owned or hereafter acquired, whether new, used or repossessed (including, but not limited to, manufactured homes, modular homes, and recreational vehicles); all equipment used in connection therewith; all accounts, contract rights, documents, instruments, accounts receivable, general intangibles, and chattel paper, presently existing or hereafter arising; all present and future attachments, accessions, substitutions and proceeds of the foregoing; all rebates, discounts, credits, holdbacks and incentive payments of any type, description or origin, owing to Borrower (the "Collateral") located or to be located on the Premises; and

WHEREAS, the undersigned Landlord is willing to waive its right of distraint on the Collateral, if any, and execute this Waiver so that Borrower may secure loans from 21st to finance Borrower's Inventory.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned Landlord, intending to be legally bound, does hereby agree as follows: 1) Landlord hereby waives, relinquishes and releases to 21st, its successors and assigns, all right of levy of distraint for rent, whether now claimed or hereafter arising, against the Collateral, and hereby agrees not to assert against 21st, its successors and assigns, any right, title or interest in or to the Collateral, this Waiver to continue in effect from time to time so long as Borrower has unpaid obligations to 21st secured by any security agreements or agreements, now or hereafter executed; 2) any Collateral of Borrower shall, at all times, be considered to be personal property and shall not become a part of the aforementioned Premises, so long as any monies are owing to 21st by Borrower; 3) 21st may at any time enter upon the Premises and remove the Collateral, or take possession of the Collateral on the Premises, and may remain on the Premises for a reasonable period of time, in order to dismantle, prepare for disposition, or removal, dispose of or otherwise deal with the Collateral; 4) this waiver shall be binding upon the successors, transferees, and assignees of Landlord.

SIGNED this 2 day of March, 2021.

Owner of Record: SALT CREEK Campground LLC

Sign: [Signature]

Print: Byliss Spivey

Title: owner

Witness: Rick M Poston

Address: 1094 Hwy 501 E

City/State: Conway SC 29526

Address: 613 5th Ave S.

City/State: MYRTLE BEACH, SC

Phone: 843-839-9599 29577

on 11/16, 2021 (date) against the Defendant.

4. As shown by the attached proof of payment(s), the Defendant made all payments in compliance with the Bond to Stay Execution on Appeal. *ALONG WITH RECEIPT ATTACHED*

As shown by the attached Affidavit, the Defendant attempted to make payment to the Plaintiff as required by the Bond to Stay Execution on Appeal, but said payment was refused by the Plaintiff.

(Check all that apply)

- 5. The Defendant was not given a hearing or opportunity to contest the Plaintiff's assertion that (s)he failed to pay the rent before the appeal was dismissed and the Writ of Ejectment was issued.
- 6. The Defendant is informed and believes that issuing the Writ of Ejectment and dismissing the appeal without a hearing is a deprivation of the Defendant's constitutional right to due process.
- 7. Therefore, the Defendant hereby moves for a hearing to reconsider whether Defendant has violated the Bond to Stay Execution on Appeal, and whether the Writ of Ejectment should be set aside and the Defendant's appeal be reinstated.
- 8. The Defendant further requests that execution on the Writ of Ejectment be stayed until a hearing can be held on this motion.

Nov 24, 2011
Date

John Fontana
Signature of Defendant

JOHN FONTANA
Printed Name of Defendant

MYRTLE BEACH
MAGISTRATES OFFICE
JAN 18 11 30 AM
DISTRICT #45

5110

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

Shady Grove Mobile Home Park)

Plaintiff(s))

VS.)

John Fontana)

Defendant(s))

IN THE MAGISTRATE'S COURT
2021CV261091380
2021CP26105635
CIVIL CASE NUMBER

LANDLORD'S AFFIDAVIT OF NON-COMPLIANCE

ORIGINAL

I, Shady Grove Mobile Home Park, the Attorney/Plaintiff/Landlord in this civil action do make the following claims:

- A. Pursuant to Section 27-40-800 of the South Carolina Code of Laws, a bond hearing was held in conjunction with civil case 2021CV261091380.
- B. Tenant signed Bond to Stay Execution of Warrant of Ejectment, agreeing to pay unto the Landlord as required within five days from bond hearing.
- C. Tenant has failed to post bond in the amount of \$ _____ to stay the Execution.
- D. Tenant has failed to pay monthly rent as ordered in the amount of \$ 360.00 due on the 7th day of February, 2022.

I state under penalty of perjury that the above is correct and truthful, except those based on my information and belief.

Dated: 2-17-2022

Signature of Plaintiff (or his attorney)

Paige McDantz
Printed Name of Plaintiff

Sworn to and Subscribed before me
This 17th day of February, ~~2021~~ ²⁰²²

Notary Public for South Carolina
My Commission Expires 5/2/2028

FILED
MAGISTRATE'S OFFICE
DISTRICT 475
2022 FEB 19 11:11 AM

FILED
HORRY COUNTY
2022 FEB 24 P 12:55
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

EXP

ORDER

Shady Grove Mobile Home Park
613 5Th Ave S
Myrtle Beach, SC 29577
(843) 685-1422

PLAINTIFF(S)

Vs

John Fontana
601 6Th Ave S Lot 87
Myrtle Beach, SC 29577

DEFENDANT(S)

ORIGINAL

FILED
HORRY COUNTY
2022 DEC 13 3:05
RENEE H. WASSER
CLERK OF SUPERIOR COURT
HORRY COUNTY

Close this to 12/21

On December 9, 2021 the Court heard arguments on the Motion to Reconsider filed by the Defendant, John Fontana. The parties to this action presented their sworn testimony, exhibits and arguments. Based on the findings of fact, the Court rendered a decision for John Fontana granting his motion.

Findings:

The Defendant did in fact post his required bond directly to Shady Grove Mobile Home Park on November 12, 2021.

The Defendant is still required to abide by the Order of Bond dated September 2, 2021, which states, the Defendant is to pay rent in the amount of \$360.00 per month, due on the 7th day of each month by 5:00 pm beginning Tuesday, September 7, 2021. Payments are to be made by cashiers check or money order to Shady Grove Mobile Home Park at 613 5th Avenue South in Myrtle Beach, South Carolina 29577.

Furthermore, The Court finds that the Order of Non-Compliance dated November 16, 2021, to be null and void. The Court finds that the Writ of Ejectment dated November 16, 2021, is hereby stayed. The Court finds that Appeal number 2021CP2605635 filed by the Defendant, John Fontana, should be heard and decided by the Court of Common Pleas.

AND IT SO ORDERED.

JUDGE Christopher J Arakas
JUDGE
MYRTLE BEACH
MAGISTRATES OFFICE

Myrtle Beach Magistrate Court
1201 21st Avenue North
Myrtle Beach, SC 29577
Phone: (843) 915-5293
Fax: (843) 444-6131

December 9, 2021

INSTRUCTIONS FOR EVICTION HEARINGS

1. Both plaintiff and defendant have the right to come to court and give his/her side of the case. ←
2. If either party desires a jury trial, s/he must request one in writing at least 5 business days before the date originally scheduled for the hearing.
3. Parties may come to court and speak for themselves, or they may have a lawyer represent them. If you want a lawyer, you should get one right away.
4. Parties may call the South Carolina Lawyer Referral Service at (800) 868-2284 and ask them to refer you to a lawyer if you do not have one.
5. If the defendant cannot afford a lawyer, you may call South Carolina Legal Services at (888) 346-5592 to see if you qualify for free legal assistance.
6. It is the parties' responsibility to bring any witnesses or other evidence they want the Court to consider because the Court does not accept written witness statements, even notarized ones.
7. The Court will not telephone a witness to take testimony.
8. The Court cannot reschedule a case because a witness is not present *unless* the witness is under subpoena.
9. The Court will issue subpoenas to any witnesses if you advise the Court at least 10 days before trial of the name, address, and phone number of the witness. If you wish to subpoena a witness in your county, you will have to mail or deliver a fee of \$8.00 to the magistrate's court for preparing and serving a subpoena. The party requesting the subpoena is required to pay to the subpoenaed witness a fee of \$25.00 plus mileage for each day's attendance. (See Rule 45(b)(1) of the South Carolina Rules of Civil Procedure.)
10. If an emergency arises (not a mere inconvenience or a conflict) and you cannot be in Court at your scheduled time, you must notify the Court immediately. ←
11. If you are an active member of the Armed Services of the United States, please advise the Court immediately upon receipt of this notice.
12. If you are a business and are going to be represented by someone who is not an attorney, a Non-Lawyer Authorization Form *must* be on file at the Magistrate's Office before trial. (See Rule 21 of the South Carolina Civil Rules of Magistrate Court, Business Representation.)



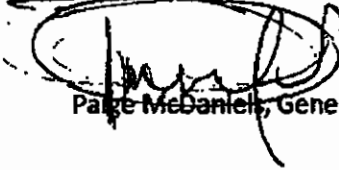
Notice: End of Tenancy

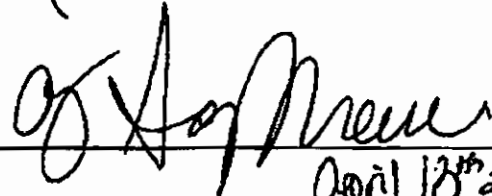
601 6th Ave S, Lot 87
Myrtle Beach, SC 2-9577
VIA: Hand delivered mail
Date: April 13th 2021
Lot # 87

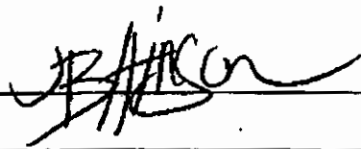
Dear Mr. Fontana,

You are receiving this letter to notify you that Shady Grove Mobile Home Park has ended your lease term as of December 31st 2020. Shady Mobile Home Park is continuing to end your term at Shady Grove. This notice is stating that you have 30 days to vacate the premises. If you do not vacate the premise within 30 days of this dated letter, an eviction will be filed against you.

Thank you,


Paige McDaniel, General Manger

Witness 1 
April 13th 2021

Witness 2 

MYRTLE BEACH
MAGISTRATES OFFICE
DISTRICT 09
APR 13 2021

STATE OF SOUTH CAROLINA

COUNTY OF Horry

Shady Grove Mobile Home Park
PLAINTIFF(S)

VS.

John Fontana
DEFENDANT(S)

CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

APPLICATION FOR
EJECTMENT
(Eviction)

I, Shady Grove / Katelyn Paige McDaniel's plaintiff in this action, state that I am the landlord-lessor of premises within the jurisdiction of Magistrate _____ which is described as: (address and description of premises – apartment, house, etc.)

601 Wth AVE S Lot 87, mobile Home

I further state that, with regard to the above described premises, a landlord-tenant relationship exists between myself and the defendant John Fontana, the tenant-lessee, as evidenced by the following: (Attach lease papers or other written proof.)

Grounds for this ejectment are one or more of the following:

- The tenant fails or refuses to pay the rent when due or when demanded; or
- The term of tenancy or occupancy has ended; or
- The terms or conditions of the lease have been violated as follows:

Sworn to before me this 13th day of May, 2008

Magistrate or Notary Public for South Carolina

My Commission expires 5/2/2008

Katelyn Paige McDaniel
PLAINTIFF (or his attorney)

HORRY COUNTY
MYRTLE BEACH SUMMARY COURT

CASE INFORMATION SHEET

EVICTION

DATE FILED: 5/13/2021

PLAINTIFF (YOU)

NAME/ADDRESS: Shady Grove Mobile Home Park HOME PHONE: _____
Katelyn Paige McDaniels EMPLOYER: Salt Creek Campground
601 6th Ave S. FAX# _____
Myrtle Beach SC 29577 WORK PHONE: _____
ATTORNEY: _____ CELL PHONE: 843 685 1422

DEFENDANT (THEM)

NAME/ADDRESS _____ HOME PHONE: _____
John Fontana EMPLOYER: _____
601 6th Ave S. Lot # 07 FAX # _____
Myrtle Beach SC 29577 WORK PHONE: _____
ATTORNEY: _____ CELL PHONE: _____

Reason for Eviction: The term of the lease has ended.

Amount of Delinquent Rent: \$ 7,830

*** RETURN THIS AND ALL ATTACHED FORMS TO THE CIVIL CLERK ***

Myrtle Beach Magistrate
1201 21st Avenue North
Myrtle Beach, SC 29577
843-915-5293

U